

JUDGE DANIELE

08 CV 02505

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Civil Case No.:

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NORMA CANDICE EDELBAUM,

Plaintiff,

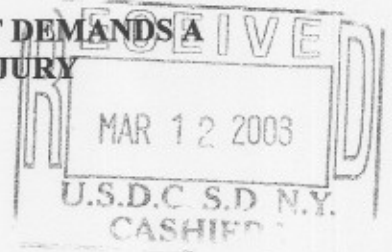
COMPLAINT

-against-

**PLAINTIFF DEMANDS A
TRIAL BY JURY**

ALLIANZ LIFE INSURANCE COMPANY OF
NORTH AMERICA,

Defendant.
-----X



PLAINTIFF NORMA CANDICE EDELBAUM by her attorney DAVID A. ZELMAN,
Esq., for her COMPLAINT, alleges upon information and belief, as follows:

I. PRELIMINARY STATEMENT

1. This is a contract action in which PLAINTIFF NORMA CANDICE EDELBAUM (hereinafter "EDELBAUM") seeks damages for breach of an Insurance Agreement with defendant insurer ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA (hereinafter "ALLIANZ.") On or about November 15, 2005, ALLIANZ issued a term life insurance policy number 60012691 (hereinafter, "Insurance Agreement"), to Austin Bleich (hereinafter "DECEDENT"). While the Insurance Agreement was in effect and on September 21, 2007, DECEDENT died. Shortly thereafter, a claim was made to ALLIANZ for the proceeds of the Insurance Agreement. On or about January 18, 2008, ALLIANZ issued a letter refusing to abide by the terms of the Insurance Agreement. Plaintiff seeks the specified amount of the Insurance Agreement,

costs, expenses, interest and attorneys fees and other damages incurred by reason of ALLIANZ's refusal to honor the Insurance Agreement.

II. JURISDICTION

2. Jurisdiction is conferred upon this Court by 28 U.S.C. §1332(a) which provides for original jurisdiction in this court of all civil disputes between citizens of different states where the amount in controversy is in excess of \$75,000. This Court has pendant jurisdiction over PLAINTIFF's state law claim.

III. PARTIES

3. EDELBAUM and DECEDENT at all times resided at 150 West 96th Street, Apt. 9D, New York, New York, 10025.
4. Defendant ALLIANZ is a foreign corporation with offices at 5701 Golden Hills Drive Minneapolis, Minnesota 55416-1297 and a New York City office at One Chase Manhattan Plaza, 38th Floor, New York, NY 10005.

IV. FACTS

5. Effective November 15, 2005, ALLIANZ issued DECEDENT a term life insurance agreement with a specified amount of coverage as \$1,300,000.00. (Hereinafter "Specified Amount").
6. The Insurance Agreement was delivered to DECEDENT on November 22, 2005 with a policy effective date of November 15, 2005 with full coverage in effect until the termination date of November 15, 2036.
7. EDELBAUM, the spouse of DECEDENT, was and is the named beneficiary under the Insurance Agreement.

8. On or about September 21, 2007, DECEDENT died.
9. On September 21, 2007, the Insurance Agreement was in full force and effect and all premiums had been paid.
10. EDELBAUM has demanded and continues to demand that ALLIANZ honor the Insurance Agreement and pay the specified amount due to her under the terms of the Insurance Agreement, however, ALLIANZ has refused said payment.
10. DECEDENT and EDELBAUM have performed all the obligations required of them under the terms and conditions of the Insurance Agreement.

V. FIRST CAUSE OF ACTION
Breach of Contract

11. Paragraphs 1 through 10 of this complaint are hereby realleged and incorporated by reference herein.
12. That a valid contract existed between ALLIANZ, DECEDENT and EDELBAUM and was in full force and effect on September 21, 2007.
13. That under the terms of that contract, ALLIANZ was obligated to pay the specified amount to EDELBAUM upon the death of DECEDENT.
14. That ALLIANZ has refused to honor the terms of its Insurance Agreement.
15. That EDELBAUM is entitled to the specified amount of the Insurance Agreement as well as other economic damages stemming from ALLIANZ's refusal to honor the Insurance Agreement.

INJURY AND DAMAGES

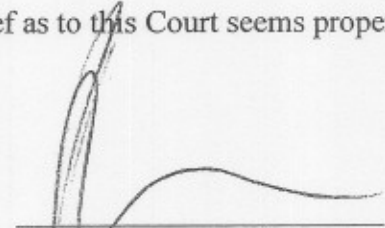
As a result of the acts and conduct complained of herein, EDELBAUM has suffered and

will continue to suffer the loss of the specified amount. Plaintiff has also suffered pecuniary losses such as attorneys fees, loss of interest and other costs and expenses.

WHEREFORE, EDELBAUM respectfully requests that judgment be entered:

1. Awarding EDELBAUM the specified amount of \$1,300,000.00
2. Awarding EDELBAUM interest, costs and expenses incurred as a result of defendant's refusal to honor its Insurance Agreement.
3. Awarding EDELBAUM interest from September 21, 2007; and
4. Awarding EDELBAUM reasonable attorney's fees; and
5. Granting such other and further relief as to this Court seems proper.

DATED: Brooklyn, New York
March 11, 2008



DAVID A. ZELMAN, ESQ.
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SOUTHERN DISTRICT OF NEW YORK

Civil Case No.: 08-CV-02505

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NORMA CANDICE EDELBAUM,

Plaintiff,

-against-

ALLIANZ LIFE INSURANCE COMPANY OF
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Defendant.
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COMPLAINT

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